

ACQUISITION REFORM TRAINING MODULE

Streamlining Acquisition of Commercial

- Key Definitions & Commerciality Determination
- Key Definitions & Commerciality Determination Exercise
- Market Research & Describing Agency Needs
- Market Research & Describing Agency Needs Exercise
- Streamlined Acquisition of Commercial Items
- Streamlined Acquisition of Commercial Items Exercise

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Streamlined Acquisition of Commercial Items

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Welcome to Streamlined Acquisition of Commercial Items.

To this point in this module, you have completed instructional material that has provided detailed coverage of the definition of a commercial item, emphasis on market research, and the description of agency needs.

This lecture outlines the major changes to the contracting process for the acquisition of commercial items brought about by the Federal Acquisition Streamlining Act of 1994.

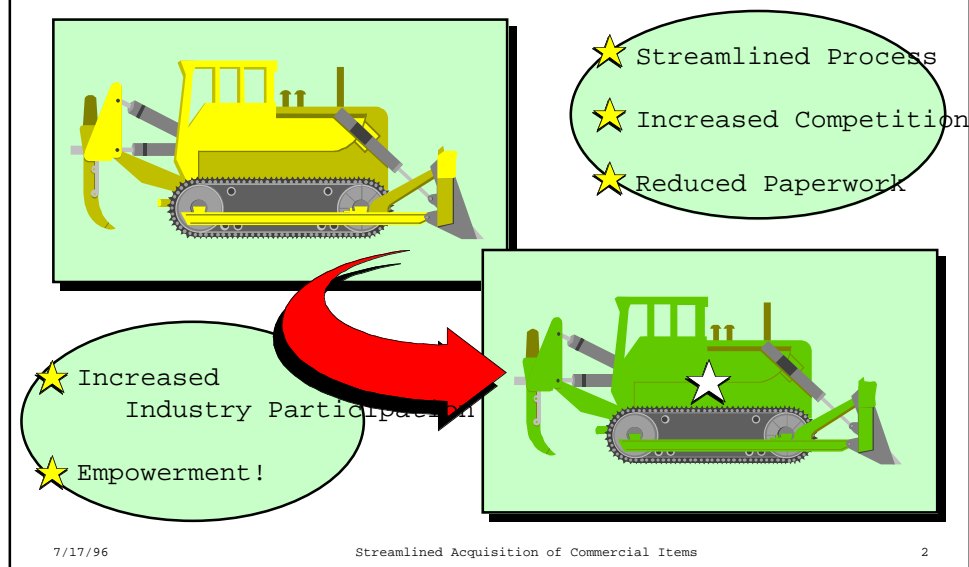
Its purpose is to highlight significant changes and their resultant impact on the contracting process.

It discusses the new skills that the workforce must master to take advantage of the acquisition reform initiatives.

It illustrates aspects of several of the Acquisition Reform Guiding Principles, especially empowerment (#1), reducing cycle time (#3), using commercial products (#5), world class solicitations (#7), best value (#8), and inspect (#9).

It is followed by a practical exercise that reinforces the major teaching points.

Benefits - Acquisition of Commercial Items



There are significant benefits that can be reaped by the acquisition thanks to these changes.

Use of the new streamlined procedures will will save considerable money for both the Government and industry:

- The contracting process is simplified and shortened, allowing Government agencies to reap resource savings and to do more with less.
- The Government gains access to a wider portion of the commercial marketplace, increasing competition and accessing more items.
- Many burdensome, government-unique provisions have been eliminated reducing administrative costs and encouraging increased industry participation in the government contracting process.

These changes also empower contracting officers with a great deal of flexibility, and encourage them to make decisions based on good business sense and best value.

Let's discuss the new skills that our workforce must acquire in order to take advantage of these benefits.



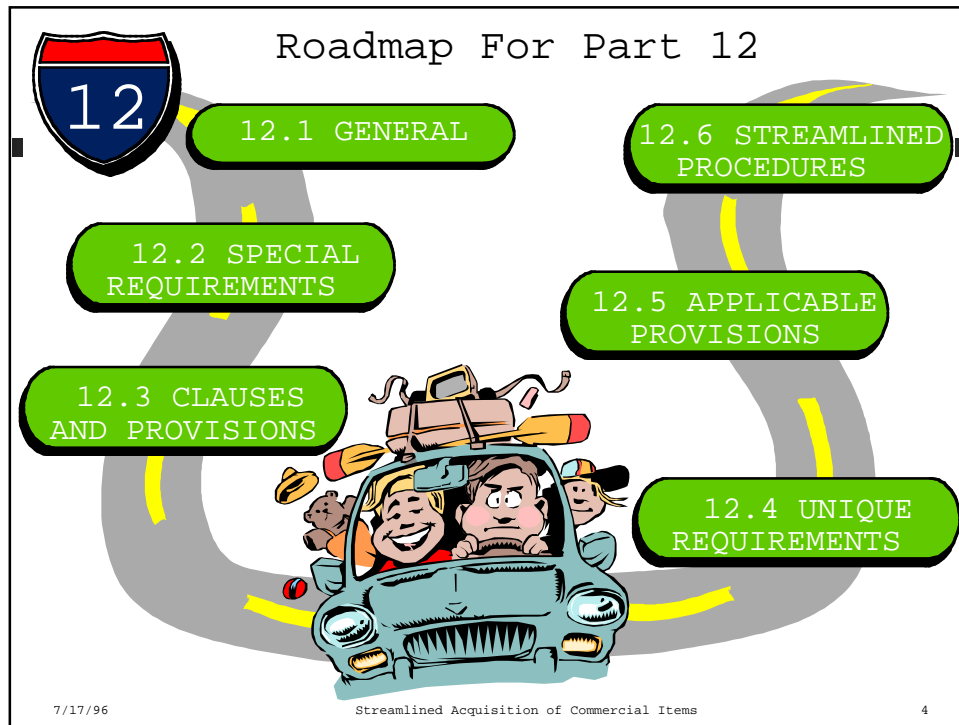
Examples of the new skills required by government contracting persons:

- To determine what are customary commercial practices.
- To tailor terms and conditions to a particular commercial buy.
- To determine what is a reasonable response time.
- To evaluate different commercial offers.
- To evaluate alternative terms and conditions proposed by offeror

There are also impacts on nongovernment contract professionals:

- They will be able to deal with government contracting personnel the same way that they deal with other industry customers.
- Those who have never cared to deal with the Government may now find they are able to do so, on terms they are accustomed to.

Government acquisitions will definitely be open to a much larger part of the marketplace.



The most obvious change to our Federal Acquisition Regulation (FAR) is the new Part 12 - Acquisition of Commercial Items.

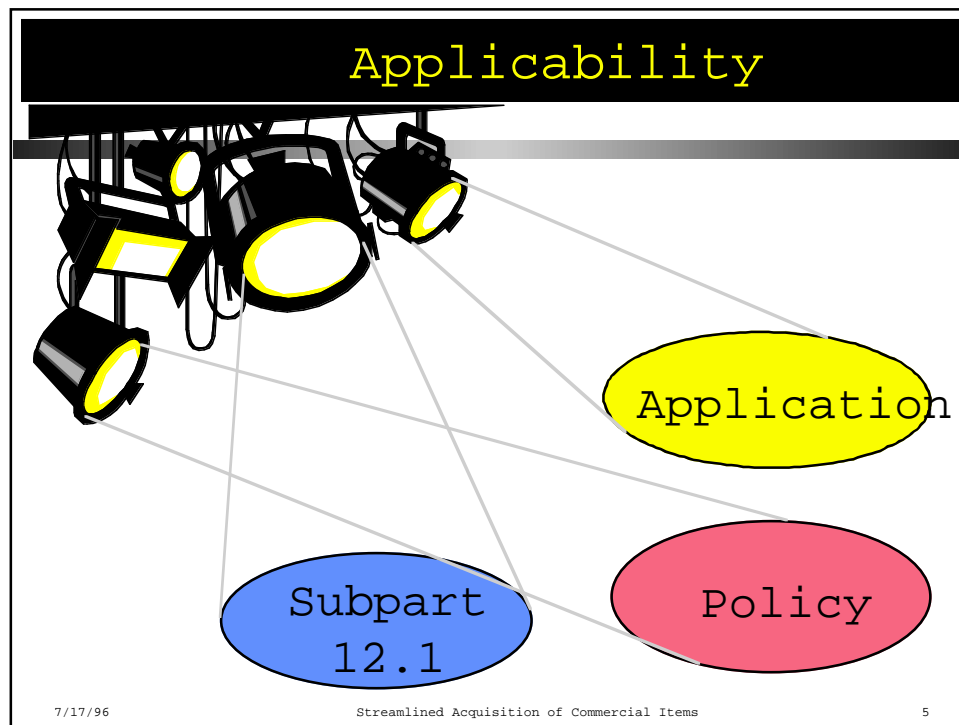
This part prescribes policies and procedures unique to the procurement of commercial items.

It implements the Government's preference for the acquisition of commercial items as expressed in FASA 94 by establishing procurement practices closely resembling those of the commercial marketplace.

It embraces and encourages the use of commercial business practices.

It requires agencies to seek out commercial items to satisfy their needs. It requires contractors and subcontractors at all levels to incorporate commercial items as components of items supplied.

Let's "take a ride through the FAR", highlighting the changes, and the resultant benefits.



Let's look first at Subpart 12.1, General. The new policy is that shall:

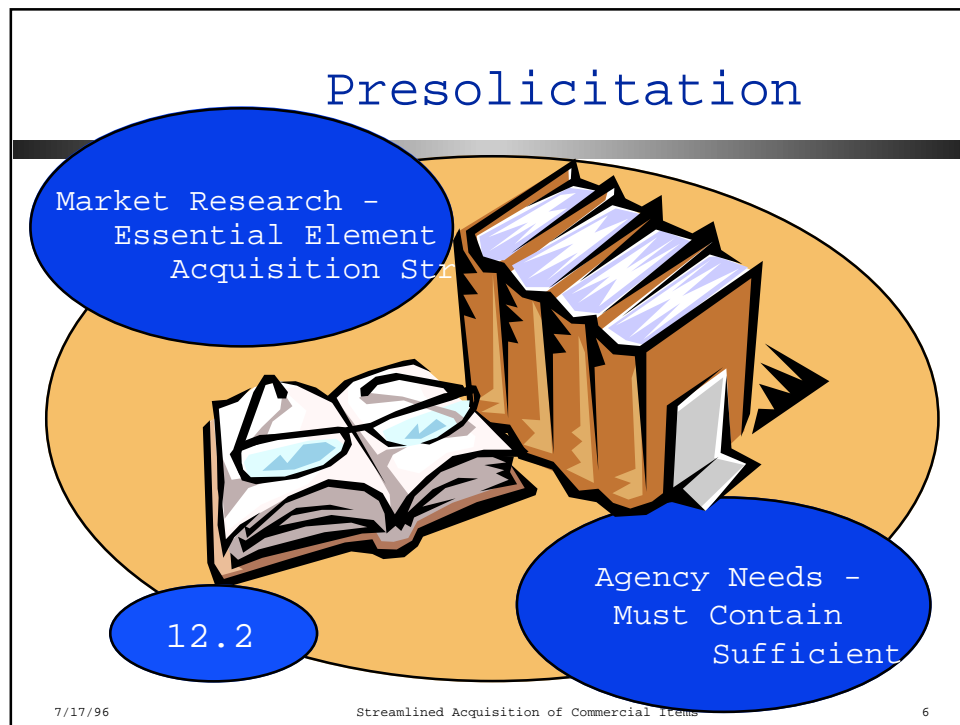
- Conduct market research to determine whether commercial items or nondevelopmental items (NDI) are available that could meet agency requirements.
- Acquire commercial items or NDIs when they are available to meet agency needs.
- Require primes and subs at all tiers to incorporate commercial i NDIs as components of items provided to the agency.

Part 12 is applicable to the acquisition of supplies and services n definition of a commercial item in Part 2.

This part does not apply to acquisition of commercial items below purchase threshold, using SF44, imprest fund, and government-wide commercial purchase card.

Use of the new policies, provisions and clauses is mandatory for s issued after December 1, 1995.

(12.101) (12.102)



Subpart 12.2 presents special requirements for the purchase of commercial items. These are intended to make the acquisition of commercial items closely resemble those purchased by the commercial marketplace.

Market research is an essential element of building a strategy for the purchase of commercial items and establishes the foundation for the description of need.

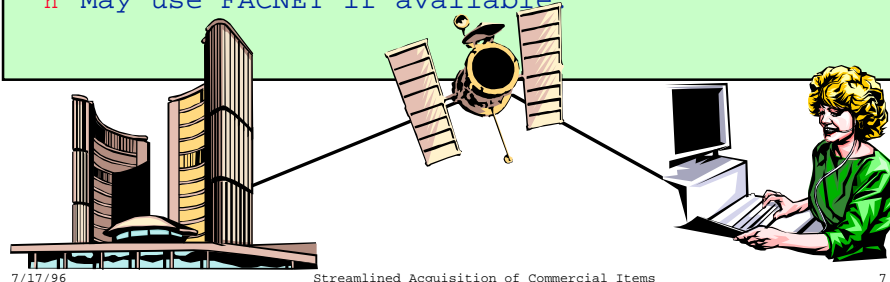
The description of agency's need must contain sufficient detail for offerors to know which commercial items or services to offer.

If agency needs can be met by a commercial item buy, then that agency accrues the benefits of increased flexibility and streamlining.

(12.202)

Solicitation, Evaluation Award - General

- n Contracting officer shall, as appropriate, use in conjunction with
 - Part 13 - Simplified Acquisition Procedures
 - Part 14 - Sealed Bidding
 - Part 15 - Contracting by Negotiation
- n Contracting officer may use streamlined solicitation procedures
- n May use FACNET if available



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Part 12 covers acquisition of commercial items where value of contract exceeds micropurchase threshold. It states:

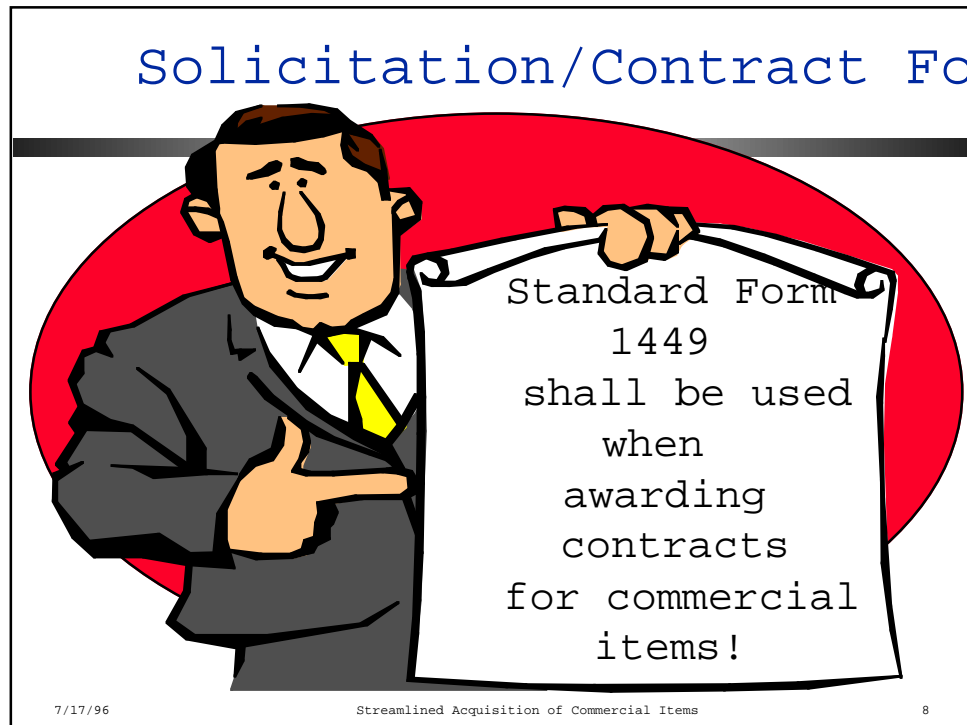
- Use policies/procedures in Part 12 in conjunction with Parts 13, appropriate.
- Ensure relationship with Part 13 language is clear.
- If policy in any other Part inconsistent with Part 12, Part 12 takes precedence.

Contracting officers may use the streamlined procedure for solicitation for commercial products.

Use FACNET if available.

This speeds up the process and cuts administrative costs.

(12.203)



Standard Form 1449, Solicitation/Contract/Order for Commercial Items shall be used when issuing written solicitations or awarding contracts for commercial items.

Refer to SF1449 Handout. Note that it can be used as a solicitation order form (contract) for commercial items.

(Interim rule pending - adds can be used to issue orders, such as a purchase order).

Also note blocks 27a and 27b, which are used to highlight the clause addenda. The form can also be used as a receiving document (block 30). Similar to SF 1447 (Solicitation/Contract), DD 1155 (Order for Supplies and Services). Designed to complement use of Part 12 clauses (more on later).

Other forms are incompatible with Part 12 because they reference FAR clauses not used for commercial items or reference the Uniform Contract Format which is not being used.

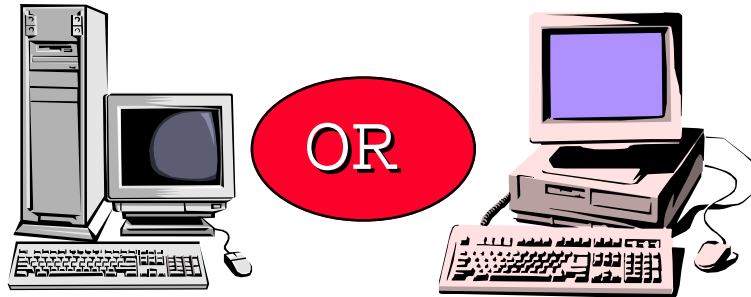
The form may also be used for documenting receipt, inspection and acceptance of commercial items.

This simplifies and speeds up the process.

(12.204)

Offers

- n Use existing product material, if adequate
- n Allow offerors to propose more than one product
- n May allow fewer than 30 days response time, reasonable



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If, as a result of market research, the contracting officer determines that product literature is adequate for evaluation purposes, it should be limited to technical proposals. This saves proposal costs.

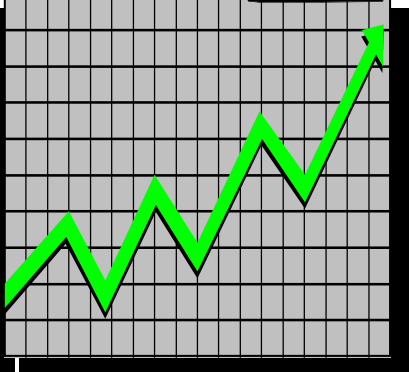
Offerors allowed to propose multiple products, allowing contracting officer to consider entire product line. The contracting officer shall evaluate each product as a separate offer. More flexibility to contracting officer. May allow fewer than 30 days response time for receipt of offers, if reasonable. Helps speed up the process.

(12.205)

Use of Past Performance



- n Important element of every evaluation and contract award for commercial items
- n Consider past performance data from wide variety of sources



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Past performance is a required element for every evaluation/award of commercial items.

FAC 90-26 and subsequent language at FAR 15.605 and 42.1503 establishes thresholds for inclusion of past performance as an evaluation factor and collection of past performance data.

Past performance data is available from sources both inside and outside the Government.

Using past performance data as an evaluation factor in the purchase of commercial items parallels industry use of past performance. It allows the Government the benefits of a best value type of procurement as increased flexibility and customer satisfaction.

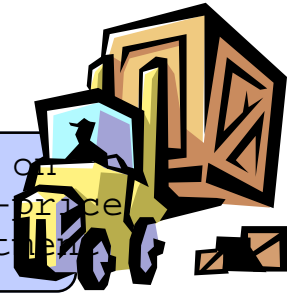
There is an extensive discussion of past performance in Module 5. (12.206)

Contract Type



Firm-fixed price or fixed price with Economic Price Adjustment

Indefinite Delivery based on Firm-fixed price or Fixed-price with Economic Price Adjustment



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Agencies shall use firm-fixed price contracts or fixed price contracts with economic price adjustment for the acquisition of commercial items.

Indefinite-delivery contracts may be used where prices are established on a firm-fixed price or fixed price with economic price adjustment. Use of any other contract type is prohibited.

This keeps the process simple and keeps administrative costs to a minimum (12.207)

*Interim change pending - deletes this sentence, adds "labor hour contracts, with a not to exceed price, indefinite quantity contracts, or any other contract type contracts may be used if consistent with customary practices for the commercial item being acquired."

Contractor Quality Assurance



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Contracts for commercial items shall rely on contractor's existing systems as a substitute for government inspection, testing, and acceptance unless customary market practices permit in-process inspection.

Any resultant in-process inspection shall be conducted consistent with commercial practice.

This is also a cost saver. Government inspection, testing, and acceptance is resource-intensive, expensive, and can be time-consuming.

(12.208) (46.102) and (46.202-1)

Pricing of Commercial Items

- n Policies and procedures for establishing price reasonableness - FAR Subpart 15.8
- n If the commercial item exemption used - insert appropriate clauses in addendum
- n If cost or pricing data required, insert appropriate clauses in addendum
- n Pricing modifications



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FAR Subpart 15.8 contains the policies and procedures for establishing price reasonableness for commercial items.


The commercial items pricing language found at 12.209 is considerably more extensive than language found in government-unique pricing provisions at FAR Subpart 15.8, due to the assumption that the prices for the items will be below the TINA threshold or will fit under one of the exceptions. This language promotes streamlining and avoids additional documentation.

However, if the contracting officer determines that circumstances of the buy make it appropriate to use any of the pricing provisions at FAR Subpart 15.8, the appropriate clauses must be inserted in an addendum.

When an existing contract for a commercial item was priced under one of the exceptions, no cost or pricing data may be obtained for a modification if the modification would change the contract from one for a commercial item to one for other than a commercial item.

If the exceptions are not used, the contracting officer may be required to obtain cost or pricing data to determine price reasonableness for modifications. If so, insert the appropriate clauses in the addendum (12.209)

Contract Financing Methods



- n Advance (pre-performance) payments
- n Interim (pre-delivery) payments
- n Consistent with market practices

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The post-FASA FAR recognizes that buyer financing is a customary market practice for some commercial items, hence a totally new subpart 32.2 (Commercial Item Purchase Financing).

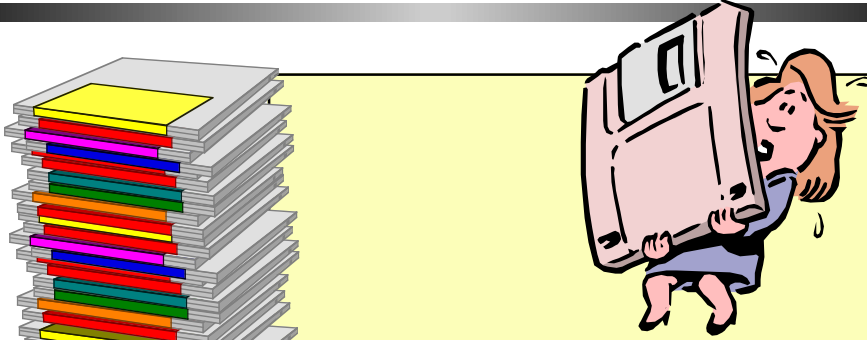
If market research confirms buyer financing is customary, the contracting officer may offer financing. This must be consistent with customary market policies, and procedures in Part 32.

Customary market practice for commercial item financing may include:

- Advance (pre-performance) payments which may not total more than 10 percent of the contract price.
- Interim (pre-delivery) payments which apply after work is done but before delivery. An example is when a contractor has assigned parts from inventory to the contract and started work.

Buyer financing allows the contracting officer greater flexibility.
(12.210) (Subpart 32.2)

Technical Data



n Only that customarily provided to public

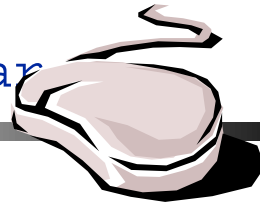
n If required, use appropriate provisions and clauses

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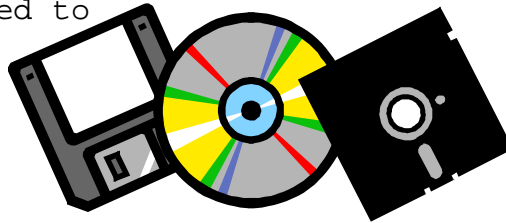
If technical data is required, include the appropriate provisions as an addendum to the solicitation and the contract. This saves money; additional technical data can be expensive.

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Computer Software



- n Acquired under licenses customarily provided general public
- n Contractors not required to furnish information not customarily provided public
- relinquish rights (e.g. reproduction) unless agreed to



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Commercial computer software or commercial computer software documentation shall be acquired under licenses customarily provided public.

Offerors are not required to

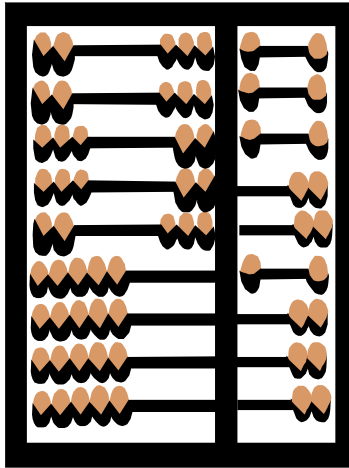
- Furnish technical information related to commercial computer software documentation not customarily provided to the
- Relinquish to the Government rights to use, modify, reproduce, or perform, display or disclose commercial software or documentation as mutually agreed to.

The Government shall have only those rights specified in the licenses contained in any addendum to the contract.

Again, this is a money-saver. Asking a contractor for additional information to relinquish certain rights can get expensive.

(12.212)

Other Customary Practices



n If other customary practices are appropriate, they should be considered for inclusion

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It is customary for both the buyer and the seller to propose terms and conditions for a transaction, written from their respective perspectives. Terms and conditions in Part 12 are written from the Government's perspective as a buyer in the commercial marketplace. These are generally appropriate for most buys.

However, if other practices are appropriate to a particular buy, they should be considered for use, if appropriate in concluding a business arrangement not otherwise precluded by law.

This provides the Government with the appropriate flexibility needed in the marketplace.

(12.213)

Solicitation Provisions and Contract Clauses

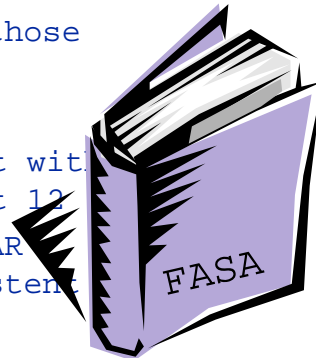
- Agencies shall include only those clauses

required by law

determined to be consistent with commercial practice in Part 12

- Agencies may include other FAR provisions when use is consistent with Part 12

- Agencies may supplement these provisions to reflect agency unique statutes



Subpart 12.3

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Subpart 12.3 establishes solicitation provisions and contract clauses for the acquisition of commercial items. They are limited to those...

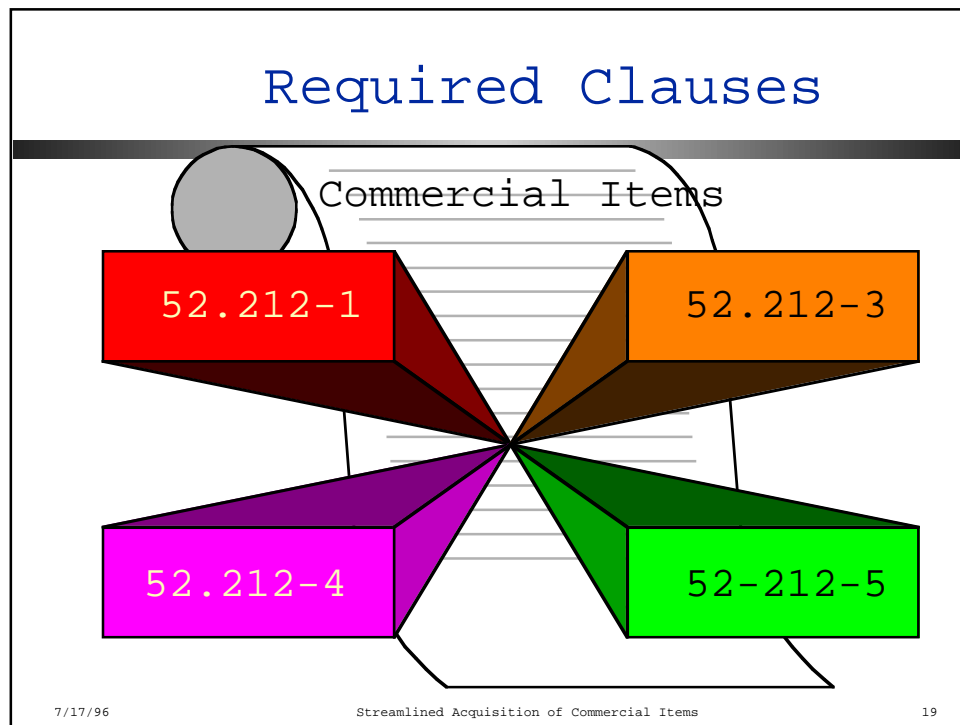
- Required to implement provisions of law or executive order.
- Determined to be consistent with commercial practice.
- There are no "standard" practices across industry found in Part 12. There are, however, three solicitation provisions and two contract clauses specifically tailored to commercial items. They will be discussed.

The contracting officer may include other FAR provisions by addendum when their use is consistent with the limitations of Part 12, such as

- Use of indefinite-quantity contract.
- Use of options.
- Use of recovered material.

Agencies may supplement these provisions to reflect agency-unique statutes. These provisions and clauses are highly streamlined, cut the paperwork burden tremendously, and give the contracting officer a great deal of flexibility.

(12.301)



These clauses are required for use in solicitations and contracts for commercial items.

(12.301)

52.212-1, Instructions to Offerors Commercial Items

- n Single streamlined set of instructions to offerors
- n Incorporated by reference
- n Tailorable



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Instructions to Offerors - Commercial Items. (52.212-1)

(Please refer to the Commercial Clauses Handout for coverage of the subsequent clauses.)

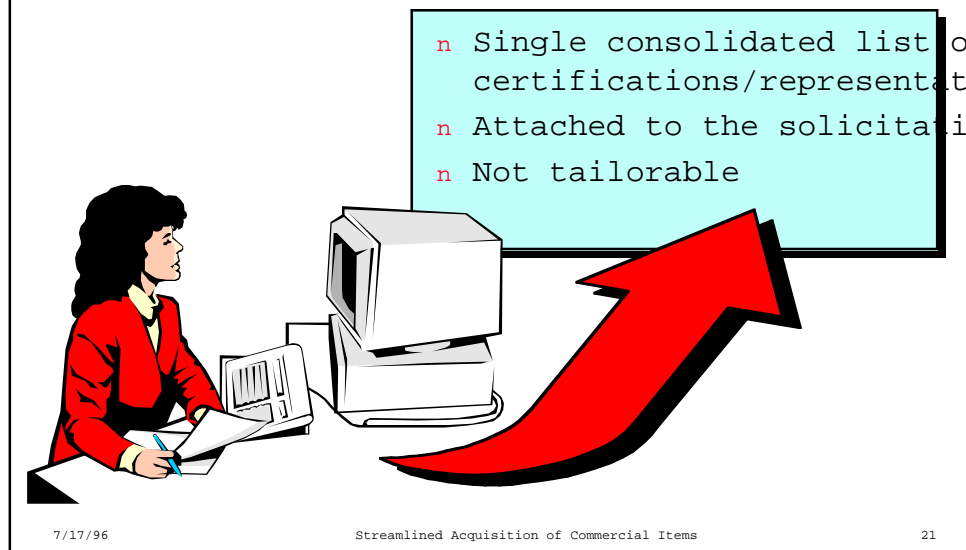
This provision contains a single streamlined set of instructions for government procurement of commercial items. It is based on existing language, but has been significantly simplified and tailored for commercial item acquisitions. For example, it deals with things such as submitting offers, multiple offers and late offers.

It is incorporated into the solicitation by reference and can be tailored if necessary.

(12.301) (52.212-1)

(Interim rule pending, adds post-award debriefing paragraph listing information that may be disclosed to other offerors.)

52.212-3, Offeror Representations Certifications - Commercial Items



Offeror Representations and Certifications - Commercial Items. (52.212-3). This provision includes a single consolidated list of certification representations required to comply with laws or Executive orders (not otherwise eliminated by FASA) that may be applicable to commercial items. This is attached to the solicitation and is generally not tailorable (12.301) (52.212-3)

52.212-4, Contract Terms and Conditions - Commercial Items

- n Customary terms and conditions
- n Incorporated by reference
- n Tailorable



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Contract Terms and Conditions - Commercial Items. (52.212-4)

This clause contains terms and conditions that are consistent with commercial practice and which generally address the "core" areas of commercial contracts. Unique language addresses:

- Acceptance.
- Changes.
- Excusable delay.
- Payment terms & conditions.
- Termination for convenience.
- Warranty.
- Compliance with laws.
- Claims.

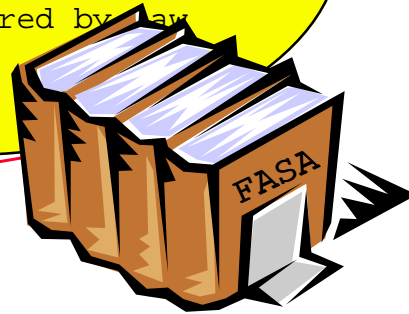
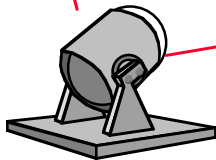
While it is impossible to be "universally standard", this clause is incorporated by reference and it allows the contracting officer to tailor elements of it to the particular item and market.

Note: No unilateral changes are allowed (unless tailored for same commercial practice).

(12.301) (52.212-4)

52.212-5

- n 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items
- n Incorporates, by reference, applicable provisions required by law
- n not tailorable



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Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (52.212-5)

This clause includes in it 24 existing FAR clauses that implement statutes and executive orders that may be applicable to commercial item acquisition. The contracting officer will indicate which clauses apply to the acquisition. The clause provides that the contractor is required to include only those provisions in subcontracts for commercial items. They are:

§ Equal Employment Opportunity.

§ Affirmative Action for special disabled and Vietnam era Veterans.

§ Affirmative Action for handicapped workers.

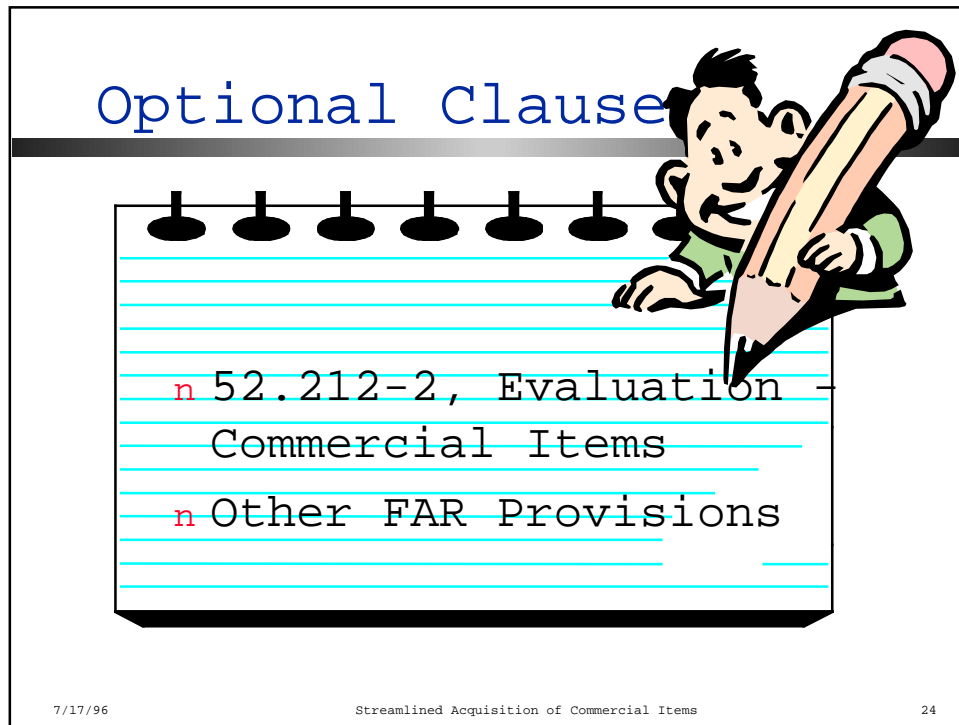
§ Preference for privately owned U.S.-flagged commercial vessels (FAR 101.11, May 1996).

Part 15 Clauses should be added if necessary.

Comptroller General Examination of Records Authority is included.

This clause is not tailorable without FAR deviation.

(12.301) (52.212-5)



Evaluation - Commercial Items. 52.212-2

This is an optional provision. It contains the framework for a sin evaluation tailored for offerors of commercial items.

When evaluation criteria are used, the contracting officer may use provision and establish specific evaluation factors.

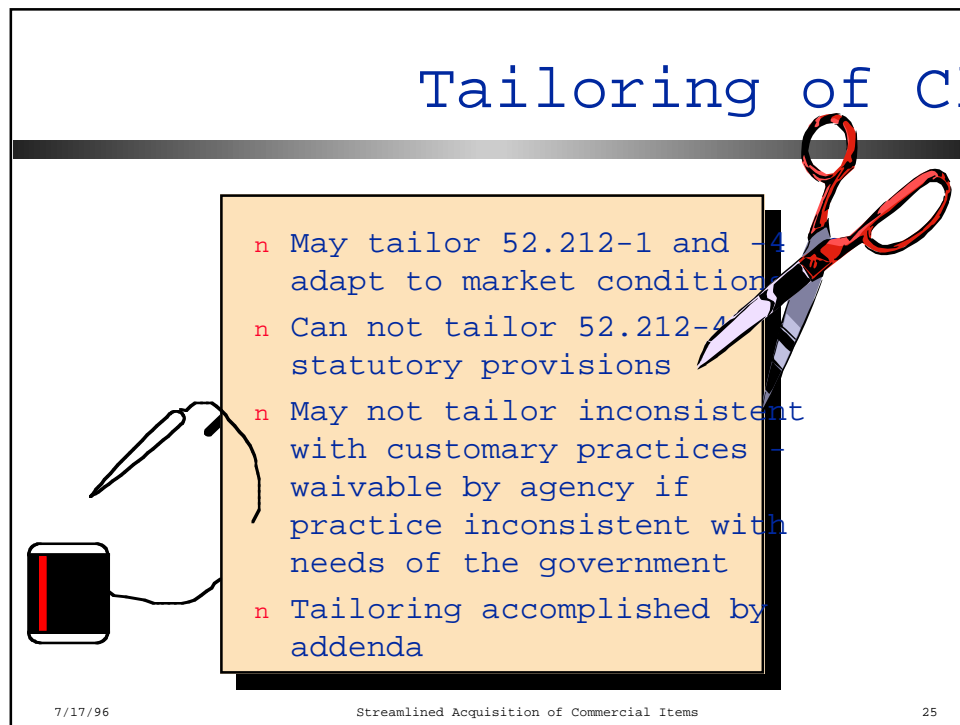
When this provision is not used, contracting officer must include s provision in an addendum.

Whatever provision is used must include a statement of the relative importance of the evaluation factors and the relationship of the ne factors taken together to price.

This provision highlights the greatest value approach and can be te each acquisition.

Contracting officers may insert other clauses that are determined t customary practice for that particular buy by using an addendum.

Note the tremendous flexibility this provision gives to the contrac (12.301) (52.212.2)



The provisions and clauses established in Part 12 are intended to the maximum extent practicable, customary commercial market practice. However, because of a broad range and variations in customary practice, contracting officers may, after conducting appropriate research, tailor 52.212-1 and -4 to adapt to market conditions.

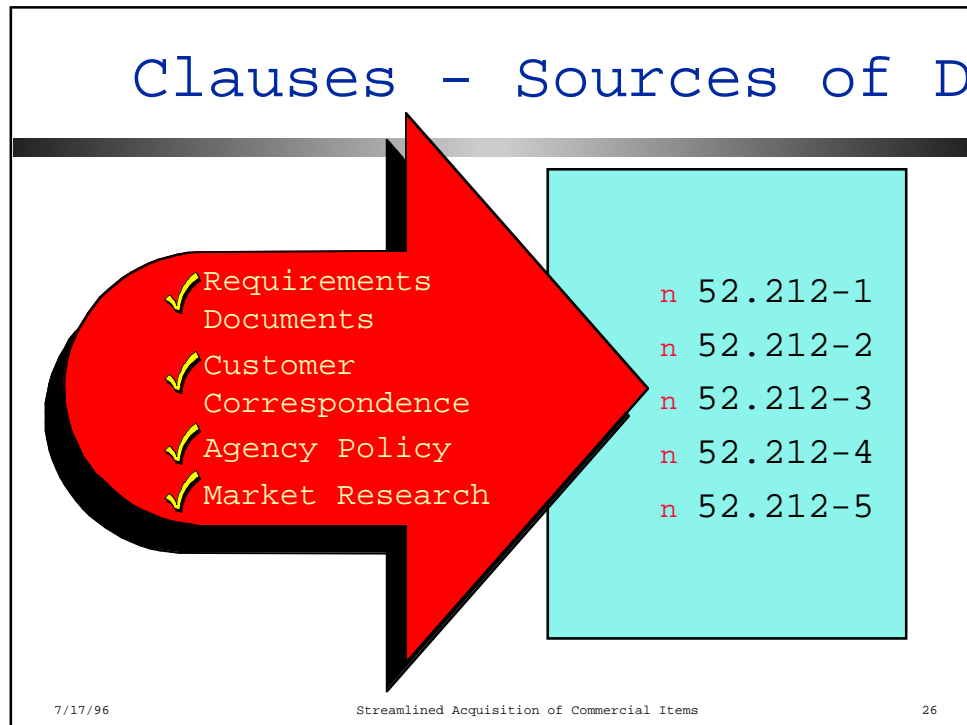
These statutory provisions of 52.212-4 can not be tailored:

- Assignments.
- Payment.
- Other compliances.
- Disputes.
- Invoice.
- Compliance with laws.
- Unique to Government contracts.

Provisions may not be tailored in a manner inconsistent with customary practices unless a waiver is approved IAW agency procedures.

Tailoring is accomplished by adding an addendum to the solicitation contract.

12.302



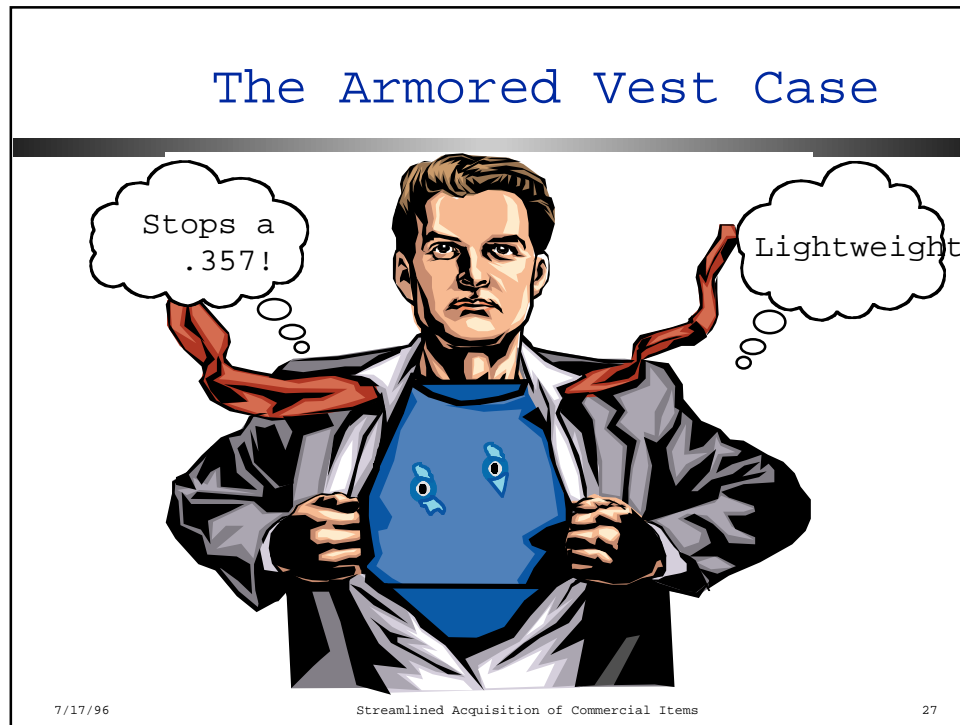
We have discussed the provisions that go into solicitations and contracts for commercial items, and the fact that the contracting officer has a certain flexibility and latitude to tailor those provisions to suit the buy. A natural question is, "Where does the contracting officer find the data to include in those clauses?"

Sources of data include:

- Various requirements documents.
- Correspondence from or discussions with the customer.
- Various policies and regulations of the particular agency.
- Past procurements.
- The marketplace.

(INSTRUCTOR NOTE: Illustrate with specific examples.)

The Armored Vest Case



At this point, let's illustrate how these clauses can be tailored. Please turn to the handout entitled "The Armored Vest".

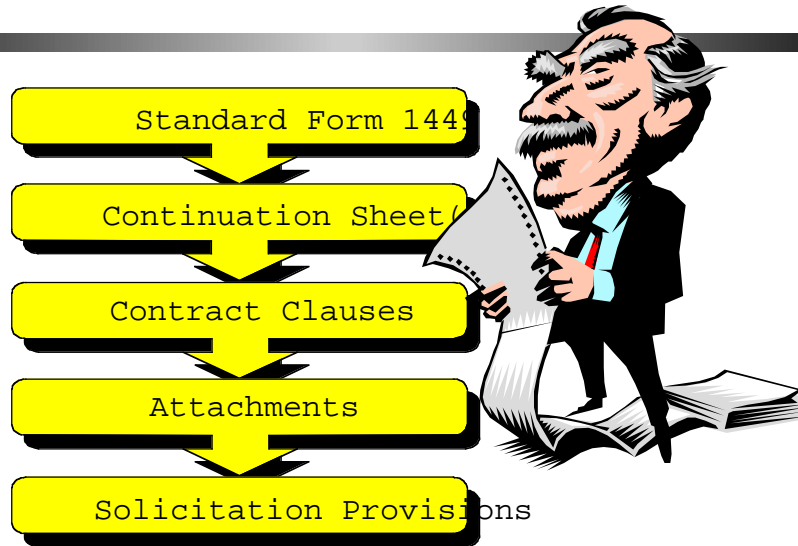
Read the scenario and determine which paragraphs in 52.212-1 and -4 be tailored. Determine which evaluation factors to include in 52. their relationship should be, and whether any additional provisions included.

Then paraphrase the language and put it in the spaces provided.

Instructor: Review suggested solution, emphasize teaching points:

- Simplicity.
- Flexibility.
- Mirror marketplace.

Contract Format



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Let's resume the "ride through the FAR".

Solicitations and contracts for the acquisition of commercial items; maximum extent practicable, be assembled as follows;

- a. Standard Form 1449
- b. Continuation of any blocks necessary
- c. Contract Clauses
 - 52.212-4
 - Any addendum to 52.212-4
 - 52.212-5
- d. Any attachments (e.g., SOW, SPECS)
- e. Solicitation Provisions
 - 52.212-1
 - Any addendum to 52.212-1
 - 52.212-2
 - 52.212-3

(12.303)

Acceptance - Tailor to Situation

- n Rely on contractor assurances
- n Maintain the right to reject nonconforming items
- n May include alternative inspection procedures for critical applications



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Subpart 12.4 (Unique Requirements) contains guidance regarding tailoring several of the paragraphs in 52.212-4, when those paragraphs do not reflect customary market practices, and guidance on the administration of the clause for commercial items where terms and conditions in the clause differ considerably from guidance found elsewhere in the FAR.

The acceptance paragraph in 52.212-4 is based on the assumption that the contractor will rely on contractor assurances that his commercial item conforms to the acceptance requirement. This saves the Government time and money.

Even though not expressly stated in the clause, we still have the right to refuse acceptance of nonconforming items.

Other acceptance procedures may be more appropriate for the acquisition of complex items, or items used in critical applications. If so, the procedures shall be included in an addendum.

Acquisition of items on an "as is" basis may require acceptance procedures different from those in the clause.

The bottom line is that the contracting officer has maximum flexibility in tailoring this paragraph to match peculiar circumstances of the buy.

(12.402) (52.212-4)

Warranties

- n Implied warranties
 - merchantability
 - fitness
- n Express warranties
 - must meet government needs
 - must be viable
 - must be cost effective



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The Government's post-award rights include implied warranties of:

- Merchantability - Item is reasonably fit for ordinary purposes for which it is used, is of average grade, and comparable in quality to others in the market of that description.
- Fitness - Item is fit for the particular purpose for which the Government uses it.
- Remedies contained in the acceptance paragraph.

FASA also requires contracting officers to take advantage of commercial (express) warranties, to the maximum extent practicable. Offerors must provide the Government the same terms offered to the public. If we intend to use of express warranties, they must meet the needs of the Government and be adequate to protect our needs, and must be cost effective.

If customary business practice limits or excludes provisions of an express warranty, the contracting officer must ensure that the express warranty provides for repair or replacement of defective items discovered within a reasonable time after acceptance.

Express warranties shall be included in the contract by addendum. This language gives the contracting officer tremendous flexibility. (12.404) (52.212-4)

Termination - 52.212-4

- n Concepts differ from clauses in Part 49
- n Termination for Cause
 - Includes all remedies available to any buyer marketplace
- n Termination for Convenience
 - Contractor paid for percentage of work completed, direct charges



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12-403 speaks to terminations. The paragraphs in 52.212-4 of interest are (f) excusable delays, (l) termination for the Government's convenience and (m) termination for cause.

The termination provisions in 52.212-4 are quite different from the clauses in Part 49, as they are patterned after those found in industry contracts.

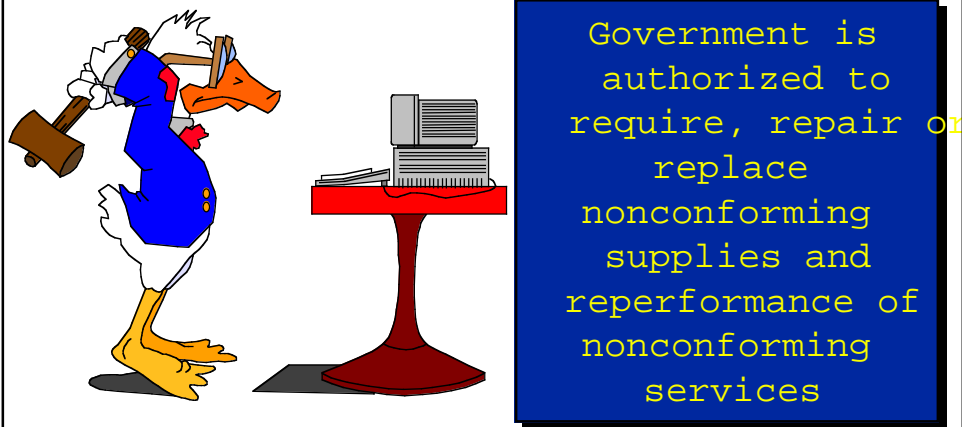
Note in paragraph (f) excusable delays, how much more lenient the law is. For example, it recognizes delays of a common carrier.

Note in (l) termination for the Government's convenience, that the contractor shall be paid a percentage of contract price based on percentage of work done and any direct charges resulting from the termination. This is a commercial application. There is no government-unique record keeping or cost principles).

Note in (m) termination for cause (cause is commercial term - Part 49 default), the reasons for termination and the remedies available are the same as those available to any commercial buyer. Except for the terms from Part 49 terms.

All of these changes simplify the termination processes and make the process more commercial, reduces paperwork and provides greater flexibility (12.403) (52.212-4)

Rejection of Nonconforming Supplies or Services



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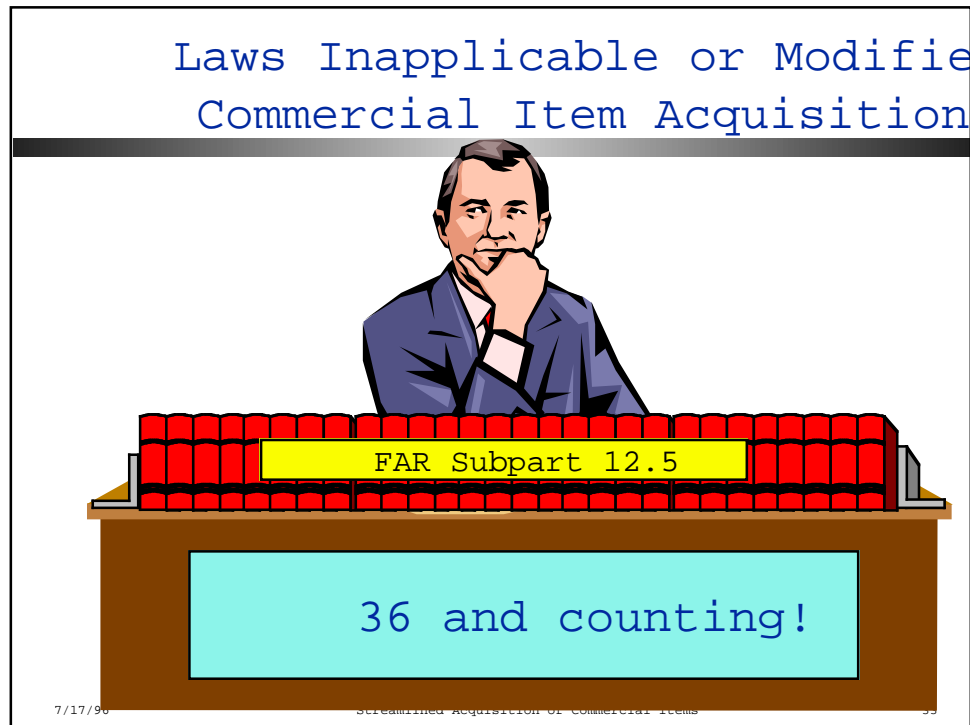
52.212-4 authorizes the Government to require repair or replacement nonconforming supplies or reperformance of nonconforming services & increase in contract price.

Government can exercise this authority after acceptance only if it

- Within a reasonable time after the defect was discovered or should have been discovered.
- Before any substantial change occurs in the condition of the item, if the change is due to the defect in the item.

Unlike the more traditional inspection and acceptance clauses, 52.212-4 does NOT make acceptance final for patent defects. This is in keeping with customary commercial practice, i.e. accepting items based on seller assurances rather than inspection of the item.

(52.212-4)



Subpart 12.5 lists provisions of laws that are inapplicable or partially applicable to contracts and subcontracts for commercial items.

Careful! Not applicable does not necessarily mean provisions of the statute do not apply. For example, while contractors are relieved of requirement to submit certain certifications, they are still required with the laws such as the Clean Air Act, the Federal Water Pollution Control Act, and the Contract Work Hours and Safety Standards Act, or be in violation of contract.

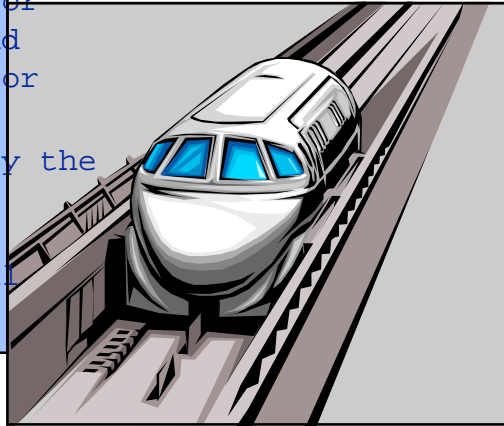
This is one of the most significant of the streamlining impacts of FAR. A substantial number of previously required government-unique requirements have been eliminated, streamlining the process and cutting industry administrative costs of dealing with the Government.

(Subpart 12.5)

Streamlined Procedures for Solicitation and Award

- n Procedures for evaluating offers for commercial items and soliciting offers for commercial items
- n Intended to simplify the process and be consistent with customary commercial practices

12.6



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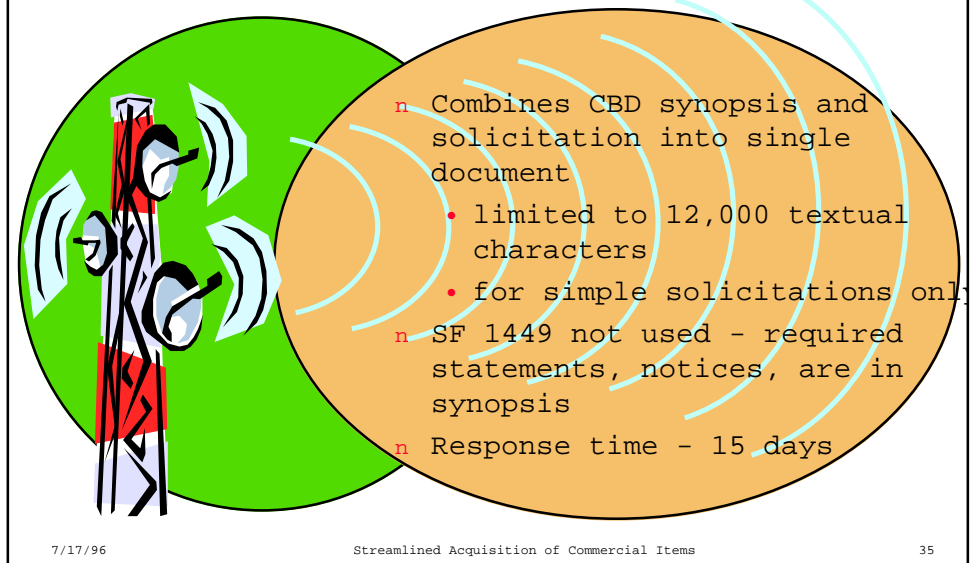
Streamlined Acquisition of Commercial Items

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Subpart 12.6 contains coverage on two new streamlined procedures for contracting for commercial items.

They are intended to simplify and speed up the procurement process.
(Subpart 12.6)

Streamlined Procedure - Solic



To reduce solicitation time, the contracting officer may use a streamlined procedure which combines the required CBD synopsis and the issuance solicitation into one document. Limitations are:

- FAR 5.207 limits submission to the CBD to 12000 textual characters (3 1/2 single spaced pages).
- It is only appropriate where the solicitation is relatively simple. In this case, the SF1449 Solicitation/Contract/Order for Commercial Items is not used.

Contracting officers should allow at least 15 days response time.

Post copies of the CBD/synopsis as usual. Amendments to the solicitation shall be published in the same manner.

By the way, if the requirement is for other than a commercial item the synopsis must inform the offerors that the Government does NOT use Part 12 for the solicitation

This really streamlines the process and reduces documentation.

(12.603)

Streamlined Procedure - Evaluation

- n When evaluation factors are used, contracting officer may use provision similar to 52.212-2.
- n Keep evaluation factors simple.
- n Select offer most advantageous to the government



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Streamlined Acquisition of Commercial Items

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12.602 introduces the streamlined evaluation procedure.

When evaluation factors are used, the contracting officer may use a provision similar to that in 52.212-2. An award based on best value is contemplated. The provision should be tailored to describe the evaluation factors and their relative importance.

Suggested criteria are technical, price and past performance, the last of which is stressed. Keep the factors simple and to a minimum.

Subfactors are not necessary if the solicitation adequately describes the use.

Offers shall be evaluated in accordance with criteria contained in the solicitation.

The technical evaluation would normally include examination of product literature, product samples and warranty provisions.

The offer selected is the one most advantageous to the Government based on the factors listed.

Fully document the rationale for selection.

This is significantly less formal than the evaluation procedures for Parts 14 or 15. Simplicity and flexibility are stressed at every step (12.602)

Impacts on the Contracting Process



"These changes are going to make the process a lot quicker and simpler - and save resources."

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Streamlined Acquisition of Commercial Items

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In summary, I have presented, in FAR sequence, brief highlights of significant changes to the contracting process for commercial items about by the implementation of FASA 94. As a result, you should be able to:

- Describe the impact of those changes on the commercial item acquisition process.
- Identify the required elements of a solicitation and contract for commercial items.

Finally, given sample requirements, you should be able to:

- Identify applicable clauses and provisions to tailor.
- Identify potential evaluation factors and their relative importance.
- Identify appropriate data to insert in SF1449, Solicitation/Contract.
- Paraphrase the language necessary to insert in applicable clause provisions to accomplish required tailoring.

Summary



You should also realize that the most important impact of these changes is the impact on the federal procurement budget and our national industrial base.

Using the streamlining techniques and opportunities to adapt to commercial practices will save scarce resources.

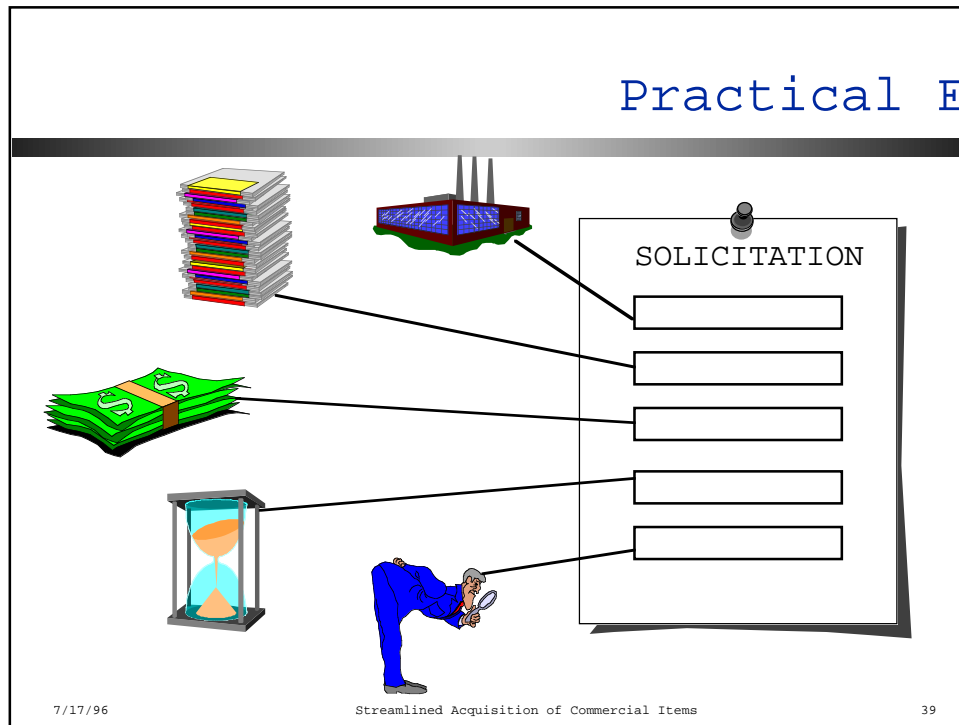
Contractor's costs will be reduced whenever their commercial and government lines can be combined.

Money and time should be saved by not having to comply with government unique terms and conditions such as inspection and quality procedures.

Use of these procedures should open up additional portions of the commercial marketplace to government buys and encourage additional competition.

The changes will be dramatic. When used in conjunction with other tools, these procedures should produce a streamlined, efficient process for the best business practices of the commercial marketplace.

Practical E



Now let's put this instruction to practical use.

The purpose of the practical exercise is to reinforce the learning mentioned at the beginning of the lecture.

We will break into work groups. Each group will be given excerpts acquisition documents. Acting in the capacity of contracting office, using the data presented in the documents, the group will identify applicable provisions to tailor to meet the customer's need, identify proper evaluation factors and their relationships, identify data to insert into blocks on the SF1449, Solicitation/Contract/Order, and rewrite/paraphrase language necessary to insert in applicable clauses and provisions to accomplish the required tailoring.

Practical Exercise Briefing Template

SF 1449

52.212-1

52.212-2

52.212-4

52.212-5

Other Provisions/Attachments

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Streamlined Acquisition of Commercial Items

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Suggested timeline:

- Read and discuss material 30 minutes
- Identify evaluation factors 15 minutes
- Rewrite/paraphrase language,
develop data for SF 1449 45 minutes
- Develop/practice brief group solution 30 minutes

When we return to plenary session, work groups will brief solution and discuss the school solution for the final 30 minutes of the session.

The briefing format is shown on this slide:

Applicable Blocks , SF 1449

52.212-1

52.212-2

52.212-4

52.212-5

Other Provisions